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Attorneys for Defendants

THE NEW ENGLAND PATRIOTS, LP AND
BILL BELICHICK

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

CARL J. MAYER, ON BEHALF OF
HIMSELF AND ALL OTHER SIMILARLY
SITUATED,

Plaintiffs,

vs.

BILL BELICHICK, THE NEW ENGLAND
PATRIOTS, and THE NATIONAL
FOOTBALL LEAGUE,

Defendants.

CIVIL ACTION NO. 07-4671 (GEB)

HON. GARRETT E. BROWN, Chief
Judge

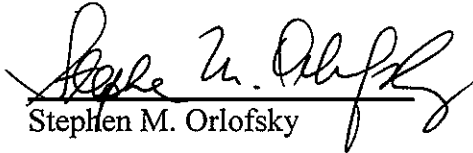
**DECLARATION OF
STEPHEN M. ORLOFSKY**

I, Stephen M. Orlofsky, being of sound mind and full age do hereby declare as follows:

1. I am a partner with Blank Rome LLP, a Pennsylvania LLP, attorneys for Defendants, The New England Patriots LP and Bill Belichick ("Defendants"), in the above-captioned matter. I respectfully submit this Declaration in support of the Motion of Defendants The New England Patriots LP and Bill Belichick to Dismiss Plaintiff's Complaint pursuant to Federal Rule of Civil Procedure 12(b)(6).

2. Attached hereto as Exhibit A is a true and correct copy of a New York Jet's Ticket Stub dated August 17, 2007.

I declare under penalty of perjury that the foregoing is true and correct.


Stephen M. Orlofsky

Dated: October 9, 2008

EXHIBIT A



ACCT. NO.
681007

SEC ROW SEAT GATE TIER
319 25 19 B UP

ACCT. NO. 681007 PRICE: \$64.92
TAX: \$ 4.58
NJSEA IMPOST: \$.50
TOTAL: \$70.00

830042869310



SEC ROW SEAT
319 25 19



This ticket only grants entry into the stadium and a spectator seat for the specified NFL game. Admission may be refused or ticket holder ejected in the sole discretion of the New York Jets LLC or New Jersey Sports & Exposition Authority, subject to refund (or without refund if the ticket holder is disorderly or fails to comply with these ticket terms or any security measures).

THE DATE AND TIME OF THE GAME IS SUBJECT TO CHANGE BY THE NFL IN ACCORDANCE WITH ITS SCHEDULING POLICIES OR AS A RESULT OF OTHER ACTIONS OR EVENTS BEYOND THE NFL'S CONTROL. NO REFUND WILL BE PROVIDED IF TICKET HOLDER CANNOT ATTEND.

Ticket holder assumes all risks incident to the game or related events, including the risk of lost, stolen or damaged property or personal injury.

The ticket holder will not transmit or aid in transmitting any picture, account or description (whether text, data or visual) in any media now or hereafter existing of all or any part of the football game or related events.

The ticket holder grants to the NFL, New York Jets LLC and their designees the irrevocable permission to use his or her voice or likeness in any media now or hereafter existing in connection with all or any part of the football game or related events, for any purpose whatsoever, including the commercial purposes of the NFL, New York Jets LLC, their sponsors, licensees, advertisers or broadcasters.

Lost, stolen, scalped or counterfeit tickets may not be honored. No one holding this ticket may enter the stadium or otherwise use this ticket for advertising, promotion or any other commercial purposes (including contests, sweepstakes and giveaways) without the NFL's and New York Jets LLC written consent.

You and your belongings may be searched upon entry into the stadium, and prohibited items may be confiscated. By tendering this ticket and entering the stadium, you consent to such searches and waive any related claims that you might have against the NFL, its Member Clubs, its affiliates, or its agents. If you elect not to consent to these searches, you will be denied entry into the stadium.

Pursuant to NJ State Law, smoking is not permitted anywhere in the Stadium.

The Ticket Price does not include Parking Fees.

Patrons are not permitted to drop tickets or envelopes off